Employer Bulletin

Our Weekly News Digest for Employers

Friday, 31 July 2020

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Cases

Employment Relations Authority: Six Cases

Redundancy incorrectly handled

Mr Jordan was employed by Bulletin.Net (NZ) Limited (Bulletin) from June 2019. He claimed his dismissal in May 2020 was unjustified and he sought interim reinstatement to his former position pending the Employment Relation Authority's (the Authority) determination of his substantive application.

Bulletin says Mr Jordan was not unjustifiably dismissed and that he was made redundant for genuine reason. Bulletin argued that there was no longer any delivery work for Mr Jordan and the support work he performed could be done more efficiently by the support team in Melbourne.

After an audit of technical support cases and a review process, Bulletin decided that Mr Jordan's work may be absorbed by the technical support team in Australia. The parties disagreed over whether redundancy was discussed in subsequent meetings. However, Bulletin's human resource advisor provided Mr Jordan with formal notice of his termination by redundancy on 7 April 2020.

The parties agreed to the Authority determining the preliminary issue of interim reinstatement. First, the Authority needed to establish whether there was a serious question to be tried in relation to both unjustified dismissal and permanent reinstatement. Second, the balance of convenience must be considered, requiring consideration on the relative impact on the parties on the granting of an order. Third, an assessment of the overall justice is required.

Whether there was a serious question to be tried depended on an objective assessment. The assessment was whether Bulletin's actions were what a fair and reasonable employer would do in the circumstances when the dismissal occurred. Employers must provide employees with access to information that is relevant to the continuation of the employee's employment. They must also be given the opportunity to comment on that information before the decision is made. This consultation must be genuine, meaning that the employer must have an open mind about outcomes.

The Authority decided that the decision to make Mr Jordan's position redundant was not founded on genuine commercial reasons. This was on the face of untested affidavit evidence, limited documentation, and lack of documentary evidence. Furthermore, the procedure was flawed. Mr Jordan therefore had an arguable case that he was unjustifiably dismissed. The Authority is required to provide for reinstatement whenever practicable and reasonable. Bulletin claimed that the role no longer existed. However, the Authority agreed with the response made by Mr Jordan that the work

could be taken off the Melbourne team and restored to him. The Authority was not persuaded that issues with Mr Jordan's post termination conduct put forward by Bulletin would be a barrier. The Authority also didn't agree that the degree of trust and confidence Bulletin had in Mr Jordan was so low there were no practicable prospects for successfully re-establishing the employment relationship. Therefore, Mr Jordan also had an arguable case for permanent reinstatement.

In terms of the balance of convenience, the Authority found in favour of Mr Jordan. It was determined that the financial and career impacts on Mr Jordan and his family outweighed Bulletin's situation. That is, the financial and staffing impact of reinstatement on Bulletin, which had a solid financial foundation. Mr Jordan would suffer greater prejudice in the interim if he was subsequently successful in his unjustified dismissal claim than would be suffered by Bulletin if it needed to reinstate him. Therefore, the balance of convenience favoured Mr Jordan.

The Authority also found the overall justice of the case required that an interim order for reinstatement be made. Bulletin was accordingly ordered to reinstate Mr Jordan on an interim basis to his former position at his usual rate of pay. Costs were reserved pending the substantive investigation of the matter.

Jordan v Bulletin.Net (NZ) Limited [[2020] NZERA 210; 25/05/2020; J Trotman

Resignation lead to an unlawful deduction

Mr McKenzie resigned from his position as an excavator operator and truck driver with BNT Contracting Limited (BNT) in May 2019 after he was signed off work on sick leave for an indefinite period. BNT insisted that he put his resignation in writing with one month's notice with his final day of work to be 27 June 2019.

Mr McKenzie did not work his notice period as he was on sick leave and he claimed he was not paid any further wages or holiday pay by BNT and he was owed wage arrears, sick leave for 5 days and holiday pay. BNT said it did not owe Mr McKenzie any money as it deducted money owed to it from his final pay, leaving nothing payable to him and claimed Mr McKenzie owed money for tax it had underpaid on his behalf during his employment.

The Authority had to consider how much BNT owed Mr McKenzie for his final pay and whether BNT had the right to deduct money it claimed it owed Inland Revenue. Mr McKenzie was owed $1,494.24 pay for 48 hours he worked and $1,245.20 for 5 days paid sick leave and $3,108.91 holiday pay, which was to be paid to him at the end of his employment. Therefore, the total amount of wages and holiday pay owed to Mr McKenzie at the end of his employment was $5,848.35, gross. The issue of whether BNT could deduct money from Mr McKenzie's final pay relied on two aspects, did Mr McKenzie owe BNT money and if so, was there a valid provision in Mr McKenzie's employment agreement allowing it to make deductions from Mr McKenzie's pay.

BNT did not participate in the Authority investigation so there was no evidence available to explain the tax debt BNT claimed Mr McKenzie owed. The Authority asked Mr McKenzie about the possibility of him owing money for unpaid PAYE and he advised he was initially retained by BNT as a contractor for a short period before he commenced regular work as an employee. At the time Mr McKenzie switched to being an employee, he said BNT assured him there would be no tax implications. BNT never discussed any money owed by Mr McKenzie for additional tax paid or otherwise and when Mr McKenzie contacted the Inland Revenue, he was advised his tax was up to date and no additional payments needed to be made, which was reflected in Mr McKenzie's tax summaries provided in evidence.

Because there was no evidence of any alleged debt owed by Mr McKenzie to BNT for unpaid tax or PAYE the deduction made by BNT was not lawful.

For completeness, the Authority also noted BNT did not have a suitable general deductions clause in Mr McKenzie's employment agreement and BNT did not consult with him before making the deduction from his final pay. BNT were ordered to pay Mr McKenzie $5,848.35, gross, within 14 days of the determination.

McKenzie v BNT Contacting Limited [[2020] NZERA 232; 17/06/2020; P van Keulen]

Discrimination of union membership

On 18 May 2018 First Union initiated bargaining for what was intended to be its first collective employment agreement with Ritchies Transport Holdings Limited (Ritchies). A settlement has not yet been reached therefore First Unions members remain on individual employment agreements.

The applicants are both employees of (Ritchies) and members of First Union. They are engaged as bus drivers with their terms and conditions of employment being set by individual employment agreements. Each is, or at least was at the time of the investigation, paid $18.25 an hour. Each applicant claims they were discriminated against in their employment as a result of their status as members of First Union.

In the intervening period, Ritchies concluded negotiations with the Amalgamated Workers Union (AWUNZ), which also represents company employees. The agreement provided for a series of three increases to the hourly rate, with the second of those seeing an increase from $19 to $19.80 on 22 July 2019.

Ritchies decided to raise the value of AWUNZ's second increase to $20 and apply it as of the earlier dates of 24 June 2019. Ritchies also decided that as well as AWUNZ members, this increase would be offered to non-union employees. First Union requested its members wages be similarly increased. It also advised that failure to agree would constitute discrimination on the grounds of union membership under s 104 of the Employment Relations Act 2000 (the Act). Ritchies declined the request. It pointed out various differences between the agreement with AWUNZ and what First Union was seeking, including that the amount sought for wage increases which was significantly greater than that agreed with AWUNZ.

The Employment Relations Authority (the Authority) agreed there is no dispute that the applicants are being paid less than their colleagues. Or that they have substantially similar qualifications and skills and are employed in substantially similar circumstances. The Authority had to consider whether this was because of the applicant's membership with First Union. Ritchies submitted that S 106 of the Act provides an exemption to s104 whereby an employee is not discriminated against by virtue of having different terms to other employees in a same or similar position. Ritchies prime argument is the pay differential is attributable to the fact negotiations remain ongoing. However, First Union argues the exemption cannot apply as the increase was applied not only to AWUNZ members, but to non-members.

For neither AWUNZ or non-members, was there any evidence of negotiations around the decision to increase the AWUNZ payment to $20. Furthermore, there was evidence before the Authority that two employees who left First Union then received the increase. As a result, the Authority concluded that the First Union members were deprived of an increase primarily because of their union membership. The applicants had been discriminated against in their employment as a result of their union membership.

Lamont & Anor v Ritchies Holdings Limited [[2020] NZERA 233; 17/06/2020; M Loftus]

Trial period clauses held to be probationary period clauses

Mr Marchant claimed that he was unjustifiably dismissed by Accord Plastics Limited (Accord). Accord claimed that it terminated Mr Marchant under trial period provisions in the employment agreement (agreement). The Employment Relations Authority (the Authority) was required to determine whether Accord could rely on the provisions to terminate Mr Marchant's employment.

The provisions in the agreement were titled "Probationary Period" and "Probationary Agreement". In essence, the provisions stated that Mr Marchant was to undergo a three-month probationary period that could be extended, where Accord would monitor and review his performance. Accord was also required to take all reasonable steps to provide Mr Marchant with necessary assistance to meet the level of performance required of him. The provisions contained a process for Accord to follow and laid out a timeline for reviews to occur. At the end of one of the provisions, it stated "This provision is made pursuant to section 67A and 67B of the Employment Relations Act 2000". Sections 67A and 67B of the Act cover trial period provisions, whereas section 67 of the Act covers probationary arrangements.

Mr Marchant provided a sworn affidavit to the Authority recounting the events that occurred. Mr Stiles, Accord's sole director and shareholder, who gave Mr Marchant the offer of employment and dismissed him, did not provide evidence directly to the Authority. Rather, Mr Stewart, a chartered accountant, provided a response on behalf of Accord.

Mr Marchant claimed there was no mention of a 90-day trial period during the recruitment process, or when he was offered the position to him. He stated that on 30 November 2018, seven weeks into his employment, he was dismissed by Mr Stiles without discussion or reference to a 90-day trial period.

Mr Stewart did not claim to be present at any of the events referenced in his response, but stated that during recruitment, Mr Marchant was informed of a 90 day trial period. He accepted that Accord did not provide feedback or support for Mr Marchant's performance. The Authority noted that Mr Marchant's account did not refer to Mr Stewart and concluded it was unlikely he was present when Mr Marchant was interviewed, offered the position, or dismissed. The Authority therefore gave little weight to Mr Stewart's evidence and preferred Mr Marchant's evidence.

The Authority accepted the submissions made on behalf of Mr Marchant. These were that the provisions in the agreement were inconsistent with, and failed to meet the requirements of, the trial period sections of the Act in a number of respects. Namely – they were not headed trial period, they purported to allow the employer to dismiss at the end of the arrangement, not during it, and there was no reference to the employee's inability to pursue a personal grievance in respect of a dismissal. The Authority noted that simply referring to sections 67A and 67B of the Act fell well short of the requirements in the sections.

The Authority concluded that the agreement did not contain enforceable trial period provisions, it contained probationary provisions in accordance with section 67 of the Act. The Authority held that Accord could not rely on the provisions to dismiss Mr Marchant and that the provisions did not prevent Mr Marchant from pursuing a personal grievance for unjustified dismissal.

Further, there was no dispute that Mr Marchant's first day of employment was 12 October 2018, but he was not given the agreement until 15 October 2018, which was signed that day. The Authority noted that meant that Mr Marchant was an existing employee of Accord by the time he signed the agreement. As such, Accord could not agree to put him on a trial period under section 67A(3) of the Act.

Mr Stewart highlighted that the provisions in the agreement were prepared by a professional and claimed that Accord considered they should be able to be relied upon to terminate an unsatisfactory employee during the trial period. The Authority found no merit in that claim. It noted that the responsibility for the agreement, whether prepared for or by the employer, rests with the employer. Any dissatisfaction an employer has with a professional who drafted a clause is a matter for the employer to raise with the professional or their regulatory body. If the employer acted unlawfully in reliance on the clause, its actions are neither excused nor mitigated by that reliance.

Marchant v Accord Plastics Limited [[2020] NZERA 198; 14/5/2020; T MacKinnon

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Refusal of Parental Leave found justifiable

The applicant, Ms Walsh, claimed that her employer, Niche Consulting Group Limited (Niche) unjustifiably denied her parental leave in breach of the Parental Leave Employment Protection Act 1987 (the PLEPA). Ms Walsh further claimed that Niche's refusal to attend voluntary mediation in October 2018 conducted via the Ministry of Business Innovation and Employment's (MBIE) Mediation Service was a breach of the PLEPA.

Niche was a small recruiting business, primarily for the New Zealand legal industry. Ms Walsh was a solicitor from Ireland who was employed by Niche initially on a fixed term basis due to her visa restrictions. Her fixed term engagement expired on 22 December 2018. Before her fixed term engagement expired, Niche offered Ms Walsh permanent employment (subject to a new work visa being granted), that would commence on 29 January 2019. Ms Walsh accepted this offer of employment and around 12 December 2018 she signed a new employment agreement. Her work visa was extended by Immigration New Zealand to 22 November 2021, on the condition that she worked for Niche. Ms Walsh commenced her second period of employment in January 2019. In February she informed Niche she was pregnant and sought parental leave entitlements under the PLEPA.

Both parties sought out information from MBIE who informed the parties that she was not entitled to parental leave because she did not satisfy the 6 or 12 months' threshold employment test. The parties were also informed that Ms Walsh was not entitled to parental leave payments. Based on that information Niche formally declined to accept Ms Walsh's application for parental leave. However, Niche also told Ms Walsh that informally it would consider her for new employment in, or around mid-June 2020 if she wanted to return to work. All Ms Walsh had to do was let Niche know if she wanted to come back part time or full time. Niche's directors expected that Ms Walsh would want to return to work so Niche maintained her business email address, her desk at work and retained business cards for her. Niche had deliberately not filled her position and were awaiting the outcome of this matter before it moved to do so. Niche had reiterated its offers to Ms Walsh to return, but she had declined these offers.

On 14 October 2019 Ms Walsh raised a personal grievance claiming that Niche was obliged to hold her position open for her and that she was entitled to compensation because she had been declined the right to return to her employment in June 2020. Niche disputed these claims and responded with the fact that Ms Walsh's personal grievance was considerably out of time, being well outside the 90-day time period specified in the Employment Relations Act 2000 (the Act). The Employment Relations Authority (the Authority) confirmed that the personal grievance claims that Ms Walsh raised in her letter were outside the statutory time limit.

Ms Walsh made a complaint to the Human Rights Commission, which arranged mediation that took place on 3 or 4 February 2020. This mediation related to Ms Walsh's Human Rights Act 1993 complaint that Niche had discriminated against her by failing to hold her position open for her to return to. It was therefore not a personal grievance claim, over which the Authority has exclusive jurisdiction. The Human Rights Commission mediation did not resolve the situation. The parties had differing views on whether Ms Walsh met the 12-month employment threshold test in section 2BA of the PLEPA.

Niche therefore lodged its Statement of Problem with the Authority on 7 February 2020 asking the Authority to determine the PLEPA jurisdiction issues. To summarise, the Authority held that Ms Walsh was not entitled to parental leave because she did not satisfy the 12 months employment threshold test. The Authority also determined that Ms Walsh was out of time with her parental leave complaints. Consequently, the Authority held that it was not reasonable or appropriate to grant Ms Walsh relief to pursue her parental leave complaints out of time.

Niche was justified denying Ms Walsh parental leave because she did not satisfy the threshold test in the PLEPA. Niche therefore did not breach the PLEPA because Ms Walsh was not entitled to have her position held open for her. Ms Walsh's claim that Niche was in breach by terminating her employment failed as she was absent from work from 14 June 2019 onwards when she was not entitled to parental leave. Niche's decision not to voluntarily attend mediation was not a breach as Ms Walsh's personal grievance claims were considerably out of time. Niche as the successful party was entitled to a contribution towards its actual legal costs. The parties were encouraged to resolve costs by agreement.

Walsh v Niche Consulting Group Limited [[2020] NZERA 240; 23/06/2020; R Larmer

Compliance order made for payments under record of settlement

Mr Van der Westhuizen was the previous director of a company to which Mr Baker was employed. Employment relationship problems arose between Mr Baker and the company. The problems were resolved and a record of settlement was signed by Mr Baker and the company. Mr Van der Westhuizen was separately identified in the record of settlement as the second respondent. The record of settlement was signed by a Mediator on 16 October 2018.

Mr Baker claimed that he owed payments under the record of settlement. He also claimed penalties for breaches of the Employment Relations Act 2000 (the Act). Specifically, he claimed breaches of sections 133-138, section 149, and a breach of good faith. The record of settlement included a clause regarding confidentiality with terms not to be disclosed except for enforcement purposes. The Authority held that it was unnecessary for the company to be named in this determination.

Mr Van der Westhuizen did not lodge a statement in reply. He claimed to be unaware of the investigation and declined to participate by phone. He claimed that he was no longer a company director and that he was not involved with the company since his directorship ceased. The Authority was satisfied that there was a record of settlement under section

129 of the Act signed by Mr Baker for the company, and separately by Mr Van der Westhuizen. It required the company and Mr Van der Westhuizen to pay Mr Baker $2,000 compensation and a further $1,500 plus GST towards costs. The agreed terms became final, binding and enforceable by the effect of the Mediator's signature. Both the company and Mr Van der Westhuizen were then personally subject to the binding agreement to pay the specific amounts by 30 October 2018. The Authority found that he had not complied with the record of settlement.

Mr Van der Westhuizen argued that the company had no funds and because he was no longer involved with the company, he could not personally afford to pay anything to Mr Baker. He referred to the economic circumstances at the time as reason for this. The Authority however did not accept his inability to pay. The Authority found that Mr Baker was aggrieved by the long-standing non-compliance with the agreed settlement payments. He had therefore established grounds for a compliance order and the Authority allowed the payment to be made in full in a months' time.

A person who breaches a record of settlement is liable to a penalty by effect of section 149(4) of the Act. In the case of an individual, the maximum penalty is $10,000. The Authority distinguished between the company's non-compliance and Mr Van der Westhuizen's non-compliance personally. Mr Van der Westhuizen accepted responsibility for payment under the record of settlement and had the benefit of being able to make payments while Mr Baker was deprived of it for more than a year and a half. A penalty of $2,000 was imposed and was to be paid to Mr Baker in full. Because Mr Baker dealt with this claim personally, he was also entitled to be reimbursed for his lodgement fee paid on the application.

Baker v Van der Westhuizen [[2020] NZERA 236; 18/06/2020; P Cheyne]

For further information about the issues raised in this week's cases, please refer to the following resources:

Restructuring and Redundancy

Union Rights

Trial and Probationary Periods

Mediation

Human Rights

Parental Leave

Full and Final Settlements

Employer News

First regional apprenticeships schemes approved

The first five apprenticeship schemes under the Regional Apprenticeship Initiative (RAI) have been approved, opening up 300 apprenticeships, Regional Economic Development Minister Shane Jones said today.

"In mid-June I announced reprioritised funding of $40 million from the Provincial Growth Fund to support regional apprenticeships because of the impact COVID-19 was having on regional economies and employment.

"Thanks to some fast work by the Government and regional employers, just over a month later we have approved the first five of these apprenticeship schemes," Shane Jones said.

"We have approved just over $12m for the five schemes which are to be run by TradeUp, HEB Construction, Cook Brothers Construction, Acrow Scaffolding and Brazier Scaffolding.

"TradeUp will receive $8m to act as a third party to facilitate smaller firms to get in on the apprenticeship scheme.

"HEB will receive $1.6m, Cook Brothers $1m, Acrow $1.4m and Brazier $400,000 to employ and train apprentices in their businesses.

"In total this will mean jobs and training for over 300 new apprenticeships focusing on people who have been displaced from their jobs and Māori and Pasifika peoples.

"They will ensure New Zealand has a pipeline of skilled workers to support regional economies in the future, help apprentices stay connected to employment, and help regional communities and employers to thrive," Shane Jones said.

Editor's note

The Regional Apprenticeship Initiative is part of the wider Apprenticeship Support Programme

The initiative allows for up to $40,000 of support per apprentice. This includes a wage subsidy of up to $16,000 for the first year of training and up to $8000 for the second year. It also includes additional funding to help with other business support and pastoral care so the employer and apprentice can successfully maintain the apprenticeship.

Employers must top up their funding to ensure apprentices are paid either the adult minimum wage or the training wage and not be accessing a wage subsidy or other similar apprenticeship support from any other source.

For more information: https://www.growregions.govt.nz/get-funding/projects-we-can-fund/he-poutama-rangatahi/

NZ Government [29 July 2020]

Job numbers lift since lockdown

Jobs numbers continue to recover from the substantial fall in April, with rises in both May and June, Stats NZ said today.

Filled jobs were up by 2,053 in June 2020, to 2.2 million. This follows a rise of 14,399 jobs in May.

"We have seen rises in the last two months following the sharp drop of over 35,000 jobs that occurred in April, when the full COVID-19 lockdown was in place," economic statistics manager Sue Chapman said.

"New Zealand moved to alert level 1 on 8 June, so businesses operated for almost all of the month without restriction."

"While job numbers have recovered somewhat in May and June, they are still below pre-COVID levels. Filled job numbers in March and June are usually quite similar, but for this year June is nearly 20,000 jobs lower than March."

Amongst more significantly impacted industries, accommodation and food services is down 2,766 jobs since March, while arts and recreation services has 2,008 fewer filled jobs in June 2020 than in March 2020.

We calculate filled jobs by averaging weekly jobs paid throughout the month, based on tax data. Filled jobs include jobs paid by employers who are being subsidised by the COVID-19 wage subsidy scheme.

June quarter gross earnings weak

Gross earnings for the June 2020 quarter were down $304 million (0.9 percent) on earnings in the March quarter. This is the first time since the series began in 1999 that June quarter gross earnings were lower than March.

"While job numbers dropped and then started to recover, it is clear that salaries and wages received throughout the quarter have taken a hit," Ms Chapman said.

"This includes salaries and wages paid where employers are being subsidised by the COVID-19 wage subsidy scheme, which would have covered almost all of the June quarter."

By 3 July, the Government had paid out $12.7 billion in COVID-19 wage subsidies, since March. Gross salaries and wages for the June quarter were $32.8 billion.

COVID-19 alert system timeline

25 March 2020: New Zealand entered COVID-19 alert level 4

27 April 2020: New Zealand entered COVID-19 alert level 3

13 May 2020: New Zealand entered COVID-19 alert level 2

8 June 2020: New Zealand entered COVID-19 alert level 1

 Statistics NZ [28 July 2020]

Risk posed by powerlines must be considered

Any business conducting work near live powerlines must consider the risk they pose as part of its safety planning, says WorkSafe.

Logging company Mike Harris Earthmoving Limited was fined $100,000 at the Rotorua District Court on Friday after a worker suffered burns from an electric shock that left them without full use of their right hand.

In November 2018 Mike Harris Earthmoving Limited was using a forwarder, a vehicle used to pick up and transport logs, at a Rotorua site when the forwarder's crane stopped working. The forwarder was then transported to an area on site to be repaired.

Once moved, the vehicle came in close enough contact with live powerlines for electricity to be conducted through the vehicle. As a result a worker who was holding a rail on the side of the machine at the time suffered a serious electric shock.

The worker suffered full thickness burns to his right foot and had to have two of his toes amputated. He also suffered full thickness burns to his right hand and has not been able to regain full use of his hand.

WorkSafe's Acting Chief Inspector Danielle Henry said the incident left one person seriously injured but also put several others at serious risk.

"This work should not have been carried out near live powerlines. Before beginning repairs the company should have considered proximity to the powerlines and the potential for worker injury if the machine came into contact with live electricity.

"Mike Harris Earthmoving Limited didn't have an area designated for repairs. This is a reminder to all businesses that the risk of powerlines must be considered. This company's failure to do so has left a worker with life changing injuries."

Notes:

- A fine of $100,000 was imposed by the judge.
- Reparation of $21,442 (in addition to $23,558 already paid) was ordered.
- Mike Harris Earthmoving Limited was sentenced under sections 36(1)(a), 48(1) and (2)(c) of the Health and Safety at Work Act 2015.

- Being a PCBU, having a duty to ensure so far as reasonably practicable, the health and safety of workers who work for the PCBU, while the workers are at work in the business, did fail to comply with that duty and that failure exposed individuals to a risk of death or serious injury from electrocution.
- S 48(2)(c) carries a maximum penalty of $1,500,000.

WorkSafe [28 July 2020]

Legislation

Note: Bills go through several stages before becoming an Act of Parliament: Introduction; First reading; Referral to select committee; Select committee report, Consideration of report; Committee stage; Second reading; Third reading; and Royal assent.

Bills open for submissions: Ten Bills

Ten Bills are currently open for public submissions to select committees.

New Zealand Bill of Rights (Declarations of Inconsistency) Amendment Bill (11 August 2020)

Taxation (Annual Rates for 2020-21, Feasibility Expenditure, and Remedial Matters) Bill (12 August 2020)

Food (Continuation of Dietary Supplements Regulations) Amendment Bill (12 August 2020)

Overseas Investment Amendment Bill (No 3) (N/A)

Protected Disclosures (Protection of Whistleblowers) Bill (N/A)

Rights for Victims of Insane Offenders Bill (N/A)

Education (Strengthening Second Language Learning in Primary and Intermediate Schools) Amendment Bill (/NA)

New Zealand Superannuation and Retirement Income (Fair Residency) Amendment Bill (N/A)

Insurance (Prompt Settlement of Claims for Uninhabitable Residential Property) Bill (N/A)

Child Support Amendment Bill (N/A)

Overviews of bills - and advice on how to make a select committee submission - available at: https://www.parliament.nz/en/pb/sc/make-a-submission/

Full text of bills available at: http://www.parliament.nz/en-nz/pb/legislation/bills

The Employer Bulletin is a weekly update on employment relations news and recently published legal decisions. It is EMA's policy to summarise cases that contain legal issues relevant to employers. The purpose of the Employer Bulletin is to provide and to promote best practice in employment relations. If you would like to provide feedback about the Employer Bulletin, contact advice@ema.co.nz

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